

COTTONWOOD HEIGHTS

RESOLUTION No. 2012-23

A RESOLUTION APPROVING AN AGREEMENT WITH ADT SECURITY SERVICES, INC. FOR MOUNTVIEW PARK SECURITY SYSTEMS

WHEREAS, the city council (the "*Council*") of the city of Cottonwood Heights ("*City*") met on 8 May 2012 to consider, among other things, authorizing City to enter into one or more agreements (collectively, the "*Agreement*") with ADT Security Services, Inc. ("*Contractor*") to design, install and monitor certain security systems for City's Mountview Park (the "*Park*"); and

WHEREAS, the Council has reviewed the Agreement, a copy of which is attached hereto; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of City's residents for the City to engage Contractor as provided in the Agreement;

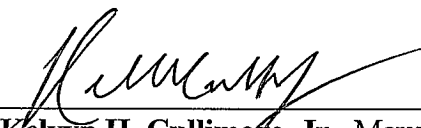
NOW, THEREFORE, BE IT RESOLVED by the city council of Cottonwood Heights that City is authorized to engage Contractor to provide the services specified in the Agreement, and that City's mayor and recorder are authorized and directed to execute and deliver the Agreement and any and all related payments and agreements on City's behalf; and be it

FURTHER RESOLVED by the city council of Cottonwood Heights that all actions heretofore taken by any of City's officers or employees in connection with the Agreement are hereby ratified and approved.

This Resolution, assigned no. 2012-23, shall take effect immediately upon passage.

PASSED AND APPROVED this 8th day of May 2012.

COTTONWOOD HEIGHTS CITY COUNCIL

By 
Kelvyn H. Cullimore, Jr., Mayor




Linda W. Dunlavy, Recorder

VOTING:

Kelvyn H. Cullimore, Jr.	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael L. Shelton	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
J. Scott Bracken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael J. Peterson	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Tee W. Tyler	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

DEPOSITED in the office of the City Recorder this 8th day of May 2012.

RECORDED this 8th day of May 2012.

577995.1



ADT Always There®

ADT COMMERCIAL SALES AGREEMENT

TOWN NO.
0089-SALT LAKE
CITY, UT

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-LL6J21

DATE: 5/4/2012

ADT Security Services, Inc. ("ADT")

Sherry Cowley
1279 West 2200 South,
West Valley City, UT 84119
Tele. No. (801) 799-5633

Cottonwood Heights City
d/b/a:
("Customer")
Customer Billing Information
1265 East Fort Union Blvd, Suite 250,
Cottonwood Heights, UT 84047
Attn: Robby Russo
Tele. No. (801) 944-7100

Customer Premises Served
Mountview Park, 1651 East Fort Union Blvd
Cottonwood Heights, UT 84121
Attn: Robby Russo
Tele. No. (801) 944-7100

This ADT Commercial Sales Agreement is between Customer and ADT effective as of the date signed by Customer. By entering into this Agreement, ADT and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW").

I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

- | | |
|---|--|
| (a) Hazardous Substance Checklist and Customer Letter | (e) State Specific Forms, if applicable (e.g., local permit applications) |
| (b) Scope of Work / Schedule(s) of Protection | (f) Customer Installation Acceptance Form (specific to Equipment/Services purchased) |
| (c) Terms and Conditions | (g) If multiple locations, see attached schedule |
| (d) Additional Terms and Conditions | |

II. **Charges and Fees:** Customer agrees to pay the Sum of **\$ 19,995.00** ("Installation Charge") with **\$ 0.00** payable upon acceptance of this Agreement ("Installation Charge Deposit") plus any applicable "Fees" and sales taxes. ADT may invoice Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of the System/Equipment installation, activation of the System, connection to the CMC, or any other Service(s). All outstanding Installation Charges and/or Fees shall be due and payable upon completion of the installation of the Equipment/System and as a precondition to activation of System and, if applicable, connection to ADT's Central Monitoring Center ("CMC") or any other Service(s). Any changes in the STATEMENT OF WORK / SCHEDULE OF PROTECTION made by the Customer after execution of this Agreement must be agreed to ADT and the Customer in writing and may be subject to additional charges and/or fees. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. For the Service(s) provided as indicated in this Agreement, Customer agrees to pay Service Charges in the amount of **\$ 3,854.56** per annum (the "Annual Service Charge"), payable in advance Annual plus applicable state and/or local tax(es) for 1 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. Until Customer has paid ADT the Installation Charge and Fees in full, Customer grants to ADT a security interest in the Equipment and all proceeds thereof to secure such payment. After the Initial Term this Agreement shall automatically renew on a/an Annual basis unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date. ADT shall have the right to increase Annual Service Charge(s) after one (1) year. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination, 0% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Additionally, Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by ADT related to changes in applicable laws and/or AHJ requirements, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees").

III. **ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE:** This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and ADT relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, or other document issued by Customer. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of ADT and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon ADT, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in writing by both the Customer and ADT. Customer's failure to accept and sign this Agreement within ninety (90) days of the date shown above may result in price increases. Customer acknowledges that: (a) ADT has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from ADT at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage ADT to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF AN ADT AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND ADT'S ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL
HERE _____

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL
HERE _____

Presented by: _____
(Signature of ADT Sales Representative)

Accepted By: _____
(Signature of Customer's Authorized Representative)

Sales Agent: Sherry Cowley
Sales Representative Registration Number (if applicable): _____

(Name Printed)

Title: _____

Date Signed: _____



ADT Always There®

ADT COMMERCIAL SALES AGREEMENT

TOWN NO.
0089-SALT LAKE
CITY, UT

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-LL6J2I

SCOPE OF WORK / SCHEDULE OF PROTECTION

IV. SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"): ADT agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

- A. Ownership of System and/or Equipment:** Direct Sale (equipment to become property of the Customer upon payment of Installation Charges and Fees in full).
B. Services to be Provided ("Services")

Alarm monitoring and Notification Services:	No Service Selected
Video Surveillance Services (attach Rider Form #####):	No Service Selected
Managed Access Control Services:	No Service Selected
Video Equipment:	Closed Circuit Television PROVIDED
Quality Service Plan(QSP)/Maintenance; Preventive Maintenance/Inspection:	Maintenance Quality Service Plan PROVIDED Inspections NOT PROVIDED
Additional Services:	No Service Selected

- C. Equipment to be Installed ("Equipment"):** ADT will install, or cause to be installed, the Equipment as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by ADT at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the ADT Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	Axis Camera Companion Software	
1	Network-Attached Storage (NAS)	
1	Switch	
8	SD Card, 32GB, Class 4	
2,000	Wire	
2	Outdoor, PTZ Color Camera, 35X/12X Zoom, 3.4-119mm, Auto-tracking, SD Slot, WDR, NEMA 4X	
2	Outdoor, PTZ Pole Mount	
6	Outdoor, Color Dome Camera, HDTV, 3.3-12mm, Day/Night, Vandal Resistant, SD Slot, WDR	
4	Outdoor, Camera Pole Mount	
1	Installation	

- D. Scope of Work:** This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: ADT- Sherrey Cowley, CAE
 (801) 520-7075 Cell
 scowley@adt.com

ADT - Wendy Cooper, Installation Coordinator
 (801) 799-5678 Direct Line
 wecooper@adt.com

ADT - Jan Giddings, Installation Manager
 (801) 799-5638 Direct Line
 (801) 792-9171 Cell
 jgiddings@adt.com

Cottonwood Heights City - Brian Berndt, City Planner Director
 (801) 944-7066 Direct Line
 (801) 232-9655 Cell
 bberndt@cottonwoodheights.utah.gov

System Operation: The Mountview Park Improvement Project is a welcome new addition to Cottonwood Heights City. It is anticipated that it will be widely utilized by the community. Along with all the joy and entertainment for our community some undesirable activities will likely need to be addressed. Surveillance equipment assists law enforcement in this endeavor the cameras document and aid in the management of this threat.

See plans for placement.

Programming Info: Establish all cameras on 7fps when detecting motion.

One camera 1 screen out any vehicle activity that is staying on Fort Union Boulevard.

Download Axis Companion Software on computer provided by Cottonwood Heights City.

Site Conditions: This is a restroom at Mountview Park. The building is constructed of brick with 8' standard ceiling heights. The camera placement is identified on the attached plan and has been home ran back to the utility closet via pre-existing conduit.

Existing Equipment: None

Customer Expectations: Installation will occur between the hours 8am to 5pm, Monday thru Friday. Wendy Cooper, ADT Install Coordinator will schedule an installation date acceptable to both companies.

Training Expectations: ADT Installer will train the customer at the completion of the installation. It is expected the customer or customer representative will accept the equipment and sign the

acceptance form once trained.

General Comments: It is highly recommended that Cottonwood Heights City have a responsible party to agree upon the focus and aim of the cameras during installation. Any changes after mounting and focusing would be at additional cost. Contact information will be provided to Cottonwood Heights City of the installing technician.

Customer Responsibilities / ADT Exclusions: It is the Cottonwood Heights responsibility to provide permanent 110V power for the head end equipment located in the utility closet of the restroom.

It is required for Cottonwood Heights to provide to ADT a single point of contact for the installation of this project before installation begins. The city must have a responsible person on site during installation.

Documentation Needs: ADT will provide a plans and data sheets for the surveillance equipment upon completion of the installation.

Contract Notes -

TERMS AND CONDITIONS

TERMS AND CONDITIONS

V. Customer and ADT agree as follows:

A. Services.

A.1. Central Station Signal Receiving and Notification (Alarm Monitoring) Services. Intentionally left blank - Services have not been purchased.

A.2. Communication Facilities. Intentionally left blank - Alarm Monitoring Services have not been purchased.

A.3. Quality Service Plan ("QSP")/Maintenance; Testing/Inspections Service.

1. Quality Service Plan ("QSP")/Maintenance.

(a) If QSP/Maintenance Service is purchased, ADT will, upon Customer's request, provide and bear the expense of ordinary maintenance and repair of the Covered System(s) for issues arising out of normal wear and tear. The expense of all extraordinary maintenance and repair necessitated by or due to changes or alterations in the Customer's premises, alterations to the System made by Customer, or made necessary by damage to the premises or to the alarm system, or to any cause beyond the control of ADT, will be borne by the Customer. Customer will furnish, at Customer's expense, any necessary electric current and will furnish an outlet within 10 feet of the ADT Control Panel.

(b) QSP/Maintenance Service on the following devices will only be provided on a time and material basis: (1) window foil, (2) security screens, (3) any exterior mounted devices, (4) PROM (Programmable Read Only Memory), (5) batteries, and (6) "Conditions" not covered by warranty shown below.

(c) ADT's obligation to perform QSP/Maintenance Service relates solely to the Covered System(s) and ADT is in no way obligated to maintain, repair, service, replace, operate or assure the operation of any device or devices not Covered by QSP/Maintenance. ADT is not liable for any loss due to water intrusion, mold, fungi, bacteria, or wet or dry rot.

(d) If Customer does not purchase QSP/Maintenance Service before the expiration of the System Warranty, ADT will provide QSP/Maintenance Service only after inspecting the System and making any necessary repairs or replacements to bring the System in compliance with ADT's specifications and/or the standards set by any applicable laws, codes, or regulations. Customer will pay for any related labor and/or materials for such work at ADT's then applicable rates.

(e) QSP/Maintenance Services purchased will be furnished between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays. ADT's obligation to provide Preventative Maintenance Service is conditioned upon the continued availability of the original System component(s) from the original manufacturer.

2. Testing/Inspections Service. If such service is purchased, ADT will provide the number of inspections/tests of the Equipment as specified in this Agreement. Such Services will be performed between ADT's normal working hours of 8:00 A.M. and 4:30 P.M., Monday through Friday, except holidays, unless otherwise mutually agreed in advance by the Parties.

A.4. Investigator Response Service. Intentionally left blank - Services have not been purchased.

A.5. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.5.1. Video/Audio Alarm Verification Service/Video Verification. Intentionally left blank - Services have not been purchased.

A.5.2. Video Guard Tour. Intentionally left blank - Services have not been purchased.

A.5.3. Video Escort. Intentionally left blank - Services have not been purchased.

A.5.4. Video Assist. Intentionally left blank - Services have not been purchased.

A.5.5. Video Audit. Intentionally left blank - Services have not been purchased.

A.5.6. Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.5.7. ADT SelectView Portal. Intentionally left blank - Services have not been purchased.

A.5.8. Unattended Delivery - Alarm Based Video Monitoring. Intentionally left blank - Services have not been purchased.

A.5.9. Unattended Delivery - Live Video Monitoring of Process - Intentionally left blank - Services have not been purchased.

A.6. Managed Access Control Services. Intentionally left blank - Services have not been purchased.

A.7. ADT SelectSM DataSource Service. Intentionally left blank - Services have not been purchased.

A.8. ADT Select™ Vision / Select™ Vision with Auditing. Intentionally left blank - Services have not been purchased.

A.9. ADT Select™ Entry. Intentionally left blank - Services have not been purchased.

A.10. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and ADT will enter into a separate Rider that will be attached to and incorporated as part of this Agreement.

(a) ADT Select™ Link - Immediate Response Information System (IRIS)

(b) ADT Select Managed Access Control

(c) Electronic Article Surveillance ("EAS")

(d) Guard Response Service

(e) Radio Frequency Identification ("RFID")

(f) Training Services

(g) Watchman's Reporting Service

B. Warranty (90-Day).

1. For a "Direct Sale", any original part of the Equipment (as distinguished from the Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, in ADT's sole discretion, with a new or functionally operative part. Labor and materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays. If Customer has purchased QSP/Maintenance as described in this Agreement, the foregoing Warranty Period will be extended for the time period purchased and at the additional cost shown for QSP/Maintenance in this Agreement.

2. The following "Conditions" are not covered by Warranty: (a) Damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not done by ADT or from parts, accessories, attachments or other devices not furnished by ADT; (b) Customer's failure to properly follow operating instructions provided by ADT; (c) Adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) Trouble due to interruption of commercial power to the phone service or use of Non-Traditional Telephone Service; (e) Battery failure; (f) Devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers; or (g) System changes requested by Customer. If Customer calls ADT for service under the Warranty and ADT's representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the System or any component, ADT may bill Customer for the service call whether or not ADT actually works on the System. If repairs are required due to one of the above "Conditions", ADT will charge Customer for such work on a time and materials basis at ADT's then applicable rates for labor and materials.

3. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING ADT'S NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. ADT WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY ADT OR NEGLIGENCE OF ADT OR OTHERWISE.

C. System Requirements, Miscellaneous: The following provisions apply to all Systems, Equipment, or Services installed or furnished by ADT under this Agreement.

1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc.

2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by ADT prior to setting the alarm system for closed periods and must notify ADT promptly if such equipment fails to respond to any such test.

3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD BY INITIALING THE APPROPRIATE LINE ON THE FIRST PAGE OF THIS AGREEMENT (EXCEPT WHERE FAMILIARIZATION IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO ADT'S CMC (AND DURING ANY APPLICABLE EXTENSIONS); ADT HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE ADT CMC FROM CUSTOMER'S PREMISES DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD ADT HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL ADT RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT.

4. Special Equipment Requirements. If Customer requires installation or service of Equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse ADT for any applicable charges or fees.

5. Training Services. ADT provides initial training to Customer on use of the Equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at ADT's then current rate.

6. Site Preparation, Intrusion and Restoration. Customer shall be responsible for providing 110VAC power, telephone connections, network drops and any required conduit, wiremold, or other raceway unless otherwise noted herein. Customer shall also be responsible for any required IP address assignments and additional network software licensing. The installation of Equipment may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. ADT shall not be responsible for any expenses related to patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the Equipment.

7. Closed Circuit Television ("CCTV")/Video Equipment.

(a) System Requirements. Customer will provide: (i) adequate illumination under all operational conditions for the proper operation of any video camera(s); (ii) any required 110 AC power supply; and (iii) appropriate space for monitors.

(b) Audio Monitoring/Recording. Customer's decision to install video equipment with audio recording and/or monitoring capability ("Video with Audio") is based solely on Customer's own independent business judgment, without any involvement or approval of ADT. Certain laws may limit or preclude the use of CCTV with Audio. By installing Video with Audio in Customer's premises, Customer accepts the responsibility of knowing and fully complying with all applicable laws, including but not limited to all requirements that clear and conspicuous notice be posted in Customer's premises warning of Customer's use of audio recording and/or monitoring equipment on its premises.

D. Electronic Media; Personal Information.

1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. ADT may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

2. Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to ADT all personal information disclosed hereunder concerning individuals/employees or other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) collect (including consent to record telephone conversations with ADT), use, disclose and transfer such personal information; and (c) authorizes ADT to use such personal information to administer the relationship between Customer and ADT, including the administration of this Agreement. Customer acknowledges and agrees that ADT may share all such information with its parents, subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

E. Limitation of Liability, Indemnification (Sale of Access/Video Equipment and Installation Only). Notwithstanding anything to the contrary in this Agreement or any purchasing document presented by Customer, only Video and/or Access Equipment and Services shall be provided by ADT under the terms and conditions of this Agreement. The Equipment and Services provided by ADT under this Agreement will not include: (a) burglar and/or fire detection or alarm equipment or monitoring, maintenance, inspection or other services; (b) security guard services; or (c) professional architectural, engineering, or Design Professional services. If any other Equipment or Services are requested by or provided to Customer, then such Equipment and Services shall be provided under a separate written agreement executed by Customer and ADT which shall contain the alarm industry specific terms and conditions found on www.adt.com/standtandc.

1. Indemnity. (a) ADT shall defend, indemnify and hold Customer, its corporate affiliates, and their respective officers, directors, agents and employees harmless from damage, liability and expense resulting from the negligent acts or willful misconduct of ADT's agents and employees committed while performing Services on Customer's premises, to the extent that they are the direct cause of the loss, damage or injury to third parties or Customer's property (e.g. equipment dislodging and striking a third party due to improper installation), as opposed to being caused by an occurrence or the consequences therefrom that the Equipment or Services were intended to deter, detect or avert. (b) Customer shall defend, indemnify and hold ADT, its corporate affiliates, and their respective officers, directors, agents and employees, harmless from damage, liability and expense to the extent that any such loss is not directly caused by the negligent acts or willful misconduct of ADT's agents and/or employees, or arises out of any claim related to invasion of privacy, infliction of emotional distress, harassment, violation of eavesdropping/wiretapping laws or similar claims arising out of Customer's use of the Equipment and/or Services.

2. Limitations on Liability. If Customer uses the Equipment and/or Services to aid in monitoring or controlling the location or activities of persons on or about its property and premises, Customer acknowledges that the Equipment and/or Services are not intended to be the sole means for doing so. ADT's Equipment and Services do not cause and cannot eliminate occurrences of the events they are intended to deter, detect, avert or record. ADT is not an insurer of the safety or security of any person, entity or property, or against the risks attendant to a person's presence in, or ingress to or egress from any building, property or area that may be monitored by the Equipment and/or Services. The amounts ADT charges Customer are not insurance premiums. Such charges are based upon the value of the Equipment and Services ADT provides and are unrelated to any such risk of loss. ADT does not undertake and assumes no liability for such risk by providing the Equipment and/or Services. If ADT is nevertheless found liable under any legal theory for loss, damage or injury caused directly or indirectly by occurrences or the consequences therefrom which the Equipment and/or Services are intended to deter, detect, avert or record, ADT's liability shall be limited to the sums paid by Customer for the Equipment or Services at issue as Customer's sole remedy. ADT is not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. Other Charges; Remedies; Termination.

1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if ADT's representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components.

2. Failure to pay amounts when due shall give ADT, in addition to any other available remedies, the right to terminate this Agreement and to charge interest at the highest legal rate on delinquent amounts. Customer agrees to pay all costs, expenses and fees of ADT's enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. Installation Charge(s) are based on ADT performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision.

3. In addition to any other remedies available to ADT, ADT may terminate this Agreement and discontinue any Service(s) if (a) ADT's CMC is substantially damaged by fire or catastrophe or if ADT is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, ADT's CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow ADT's recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP/Maintenance Service; (c) Customer's failure to follow the operating instructions provided by ADT results in an undue number of false alarms or System malfunction; (d) in ADT's sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) ADT is unable to obtain or continue to support technologies, Communication Facilities, Equipment or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (f) Customer fails to make payments when due or otherwise breaches this Agreement. ADT will not be liable for any damages or subject to any penalty as a result of any such termination.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" shall include but not be limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, ADT will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold ADT, its officers, directors, and agents harmless from any

damages, claims, injuries, liabilities resulting from the exposure of ADT's employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by ADT.

H. Waivers.

1. Waiver of Jury Trial. CUSTOMER AND ADT BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT.
2. Mutual SAFETY Act Waiver. Certain of ADT's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, ADT and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous.

1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement.
3. FARs. ADT supplies "commercial items" within the meaning of the Federal Acquisition Regulation (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. government contract or funded directly or indirectly with Federal funds, ADT will comply only with the following mandatory flow-downs for commercial item subcontracts pertaining to Utilization of Small Business Concerns, Equal Opportunity, Affirmative Action, and Veterans Employment: 52.219-8; 52.222-26; 52.222-35; 52.222-36; and 52.222-37.
4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save harmless ADT from and against all third party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by ADT as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement.
5. Insurance. ADT maintains General Comprehensive Liability and Automobile Liability Insurance of, at least \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. ADT will not be required to provide a waiver of subrogation in favor of any party, nor will ADT be required to designate any party as a statutory employer for any purposes.
6. ADT Brand. Without exception, ADT-branded Signage, including yard signs, window stickers and warning signs will remain the property of ADT and may be removed by ADT at any time. Customer's right to display ADT-branded Signage is not transferable and ceases upon termination or expiration of this Agreement.
7. Resale. If ADT is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property.

J. System Software; Network Connections. Any software provided with the System or in connection with the Services is proprietary to ADT and/or ADT's supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between ADT and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), ADT will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per ADT specifications for access control system operation. ADT shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. ADT may assess additional charges, if ADT is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment.

K. Force Majeure. ADT ASSUMES NO LIABILITY FOR DELAYS IN INSTALLATION OF THE SYSTEM OR ANY EQUIPMENT OR FOR THE CONSEQUENCES THEREFROM, HOWEVER CAUSED, OR FOR INTERRUPTIONS OF SERVICE OR FOR THE CONSEQUENCES THEREFROM DUE TO STRIKES, RIOTS, FLOODS, TERRORISM, ACTS OF GOD, ACTS OF WAR, OR ANY CAUSES BEYOND THE CONTROL OF ADT. ADT WILL NOT BE REQUIRED TO SUPPLY SERVICE TO CUSTOMER WHILE INTERRUPTION OF SERVICE DUE TO ANY SUCH CAUSE CONTINUES. IN NO EVENT WILL ADT BE LIABLE FOR LOSS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of ADT first being obtained. ADT shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

M. ADT License Information: AL Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388; AK 256239, 411 W. 4th Ave., Ste. 100, Anchorage 99501; AR E0055, Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plz. Dr., Little Rock 72209 (501)618-8600; AZ ROC109396-C12; ROC109402-L67; CA ACO2705; PPO12949; 707408; Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814. DC 39703010; FL EF0000950,-1123-0478,EG0000047; EF20000341;-2000413; GA LA004452,-205317,-002833,-204956,-004251,-003379,-205374,-205572, LU001160; HI 27996 IL 127-000364; MA 1533-C; MN TS00021; NV 0040091; NM 056126; NY 12000025576, Licensed by NYS Dept. of State; NC Alarm Systems Licensing Bd., 1631 Midtown Pl., Ste.104, Raleigh, 27609, (919)875-3611; 1581-CSA; OH 50-18-1052; 50-57-1034; 53-89-1329; 53-31-1582; 50-50-1019; 50-48-1032; 50-25-1050; 50-76-1025; 19352; OK 00067 OR 59944; RI AFC0126; 18004; TN ACC-216,-241,-255,-773,-173,-937,-294,-748,-511,-934; TX B00536, Texas Private Security Bureau, 5805 Lamar Blvd., Austin 78745; UT 297869-6501; VA 11-1878; 11-1879; 11-3247; 11-3635; 11-3863; Alarm Security Contracting 2701-035978A exp. 01/31; WA ECO6 ADTSESI03205,11824 N Creek Pkwy. #105, Bothell, WA 98011; WV 014142. California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.



ADT Always There®

ADT COMMERCIAL SALES AGREEMENT

TOWN NO.
0089-SALT LAKE
CITY, UT

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-LL6J2I

ADDITIONAL TERMS AND CONDITIONS

DATE: 5/4/2012

ADT Security Services, Inc. ("ADT")

Sherrey Cowley
1279 West 2200 South,
West Valley City, UT 84119
Tele. No. (801) 799-5633

Cottonwood Heights City
d/b/a:
("Customer")
Customer Billing Information
1265 East Fort Union Blvd, Suite 250,
Cottonwood Heights, UT 84047
Attn: Robby Russo
Tele. No. (801) 944-7100

Customer Premises Served
Mountview Park, 1651 East Fort Union Blvd
Cottonwood Heights, UT 84121
Attn: Robby Russo
Tele. No. (801) 944-7100

Notwithstanding anything in the Agreement to the contrary, ADT and Customer agree as follows:

Terms and Conditions

Annual Service Charge – Initial Term. ADT agrees to honor the Annual Service Charge for Central Station Monitoring Services specified in this Agreement for the Initial Term of the Agreement. Thereafter, the Annual Service Charge may be increased by the increase in the Consumer Price Index for Urban Wage Earners ("CPI-W"), All Items, U.S. City Average for the prior twelve (12) month period or 5%, whichever is less.

CTC Waiver – Failure to Provide Service. ADT agrees to waive the contract termination charges for a location facility where ADT has failed to repair a system, which is partially or wholly inoperative due to faulty, damaged, or worn-out components. This waiver will apply only when ADT has failed to repair the system within sixty days of receipt of written notification. Upon receipt of a thirty (30) day notice to terminate, ADT will issue a credit or a refund for the service charges related to that service and affected location, during the period when the system was partially or wholly inoperative, but not to exceed one-hundred and twenty (120) days.

Modification to Term of Agreement. Customer may cancel this Agreement at any time after one year, after giving ADT thirty days written notice.

A/C Power. Customer will supply the necessary 110VAC power as required by ADT.

Tyco Integrated Security LLC. On September 19, 2011, Tyco International Ltd., ADT's ultimate indirect parent, publicly announced its plan to separate its business into three independent, publicly traded companies. As part of the reorganization, ADT's name will change to "Tyco Integrated Security LLC" effective on or about June 30, 2012. ADT's obligations to the Customer under this Agreement will not be affected by the reorganization and/or name change and neither activity shall be considered an assignment for purposes of this Agreement.

Section E - Clarification. ADT will hold the Customer, its officers, directors, agents and employees harmless from damage, liability and expense resulting from negligent acts or omissions of ADT's agents, employees, or assigns, during and within the scope of employment of such persons while they are on the Customer's premises performing installation or maintenance service, or from damage loss or injury directly caused due to defects or conditions of the equipment provided or negligence in the installation performed hereunder by ADT (e.g., the equipment itself causes a fire to start or the equipment dislodges from a mounting and strikes a third party). Notwithstanding anything to the contrary herein, the foregoing hold harmless obligation will not apply to any damage, liability or expense arising from or due to, directly or indirectly, occurrences or the consequences thereof from that the Equipment, System, or Service is intended to detect, avert or record, irrespective of cause or origin, including negligence or other fault on the part of ADT. It is understood and agreed that third party or direct Customer claims or lawsuits arising from such occurrences will be governed by Section E of this Agreement.

Section E - Modification of Third Party Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE INDEMNITY IN FAVOR OF ADT CONTAINED IN SECTION E WILL NOT APPLY TO THE EXTENT THAT CUSTOMER CAN PROVE THAT THE INJURY TO A THIRD PARTY RESULTED SOLELY AND DIRECTLY FROM NEGLIGENCE IN THE MANUFACTURE OF A PART OF THE SYSTEM, BUT NOT IN ANY PART FROM AN OCCURRENCE OR THE CONSEQUENCES THEREFROM WHICH THE SYSTEM WAS DESIGNED TO DETECT, AVERT, OR RECORD.

Late Payment and Interest Charges. Monthly payments are due on the date indicated on the ADT invoice and considered delinquent if not received by ADT within ten (10) days after that date. If Customer fails to pay any charges when due, Customer agrees to pay ADT, in addition to any other remedies that ADT may have, a late fee of Two Dollars and Fifty Cents (\$2.50) per month from the date the payment is due until such payment is made for each month Customer is in default. Additionally, Customer agrees to pay ADT one and one-half percent (1.5%) per month interest on all delinquent amounts or the maximum interest rate and late fees permitted by law applicable to this Agreement, whichever is less.

Dispute Resolution. The parties will use the following procedures as a condition precedent to either party pursuing other available remedies:

(a) The parties agree to make a good faith effort to mutually resolve any dispute as quickly as practicable. The parties agree to provide the other with written notice of any dispute within five (5) business days of the action causing the dispute. If, however, the parties have not so resolved the dispute within thirty (30) days of receipt of said notice, the parties' representatives will submit the dispute to one of their senior-level executives or other authorized representative for review and simultaneously notify the other party in writing thereof. A meeting will be held within ten (10) business days after receipt of such notice of submission which is to be attended by such senior-level executives or other such authorized representative(s) of the parties to attempt in good faith to negotiate a resolution of the dispute.

(b) If, within ten (10) business days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, either party may initiate legal action in a court of competent jurisdiction, or, if mutually agreed to by the parties, the dispute will be settled by arbitration in accordance with, if a construction contract, the Construction Industry Arbitration Rules of the American Arbitration Association or if a services contract, the Commercial Dispute Resolution Rules and Procedures promulgated by the American Arbitration Association and will be conducted by a single arbitrator, licensed to practice law within the State of Florida and established to be, if a construction contract, a member of the American Bar Association's Forum Committee on the Construction Industry, or if a service contract a member of the American Arbitration Association.

(i) If the dispute is arbitrated, the award of the sole arbitrator will be conclusive and binding upon the parties, subject to the provisions of the State of Florida Code of Civil Procedure relating to arbitration, as the code now exists, or may be amended during the term of this Agreement. The arbitrator may fix and assess expenses of the arbitration against either or both parties.

(ii) Judgment upon the arbitration award rendered by the arbitrator may be entered in a court of competent jurisdiction.

(iii) The final judgment of the Court (after all appeals have been finally determined or the time for appeal has expired, without an appeal having been made) or in absence thereof of the decision of the arbitrator with respect to any dispute will be binding on Customer and ADT.

(iv) During the pendency and conduct of any litigation or arbitration, or litigation to enforce the award of an arbitrator, ADT and Customer will continue to perform their respective obligations under the Agreement.

The rights and obligations of the parties under the foregoing provisions will survive completion or termination of the Agreement.

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

Presented by: _____
(Signature of ADT Sales Representative)

Accepted By: _____
(Signature of Customer's Authorized Representative)

Sales Agent: Sherrey Cowley

Sales Representative Registration Number (if applicable): _____

(Name Printed)

Title: _____

Date Signed: _____



ADT Always There®

ADT COMMERCIAL SALES AGREEMENT

TOWN NO.
0089-SALT LAKE
CITY, UT

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-LJEKJR

DATE: 5/4/2012

ADT Security Services, Inc. ("ADT")

Sherrey Cowley
1279 West 2200 South,
West Valley City, UT 84119
Tele. No. (801) 799-5633

Cottonwood Heights City
d/b/a:

("Customer")

Customer Billing Information
1265 East Fort Union Blvd, Suite 250,
Cottonwood Heights, UT 84047
Attn: Robby Russo
Tele. No. (801) 944-7100

Customer Premises Served
Mountview Park, 1651 East Fort Union Blvd
Cottonwood Heights, UT 84121
Attn: Robby Russo
Tele. No. (801) 944-7100

This ADT Commercial Sales Agreement is between Customer and ADT effective as of the date signed by Customer. By entering into this Agreement, ADT and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW").

I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

- | | |
|---|--|
| (a) Hazardous Substance Checklist and Customer Letter | (e) State Specific Forms, if applicable (e.g., local permit applications) |
| (b) Scope of Work / Schedule(s) of Protection | (f) Customer Installation Acceptance Form (specific to Equipment/Services purchased) |
| (c) Terms and Conditions | (g) If multiple locations, see attached schedule |
| (d) Additional Terms and Conditions | |

II. Charges and Fees: Customer agrees to pay the Sum of **\$2,794.64** ("Installation Charge") with **\$0.00** payable upon acceptance of this Agreement ("Installation Charge Deposit") plus any applicable "Fees" and sales taxes. ADT may invoice Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of the System/Equipment installation, activation of the System, connection to the CMC, or any other Service(s). All outstanding Installation Charges and/or Fees shall be due and payable upon completion of the installation of the Equipment/System and as a precondition to activation of System and, if applicable, connection to ADT's Central Monitoring Center ("CMC") or any other Service(s). Any changes in the STATEMENT OF WORK / SCHEDULE OF PROTECTION made by the Customer after execution of this Agreement must be agreed to ADT and the Customer in writing and may be subject to additional charges and/or fees. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. For the Service(s) provided as indicated in this Agreement, Customer agrees to pay Service Charges in the amount of **\$670.08** per annum (the "Annual Service Charge"), payable in advance Quarterly plus applicable state and/or local tax(es) for 1 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. Until Customer has paid ADT the Installation Charge and Fees in full, Customer grants to ADT a security interest in the Equipment and all proceeds thereof to secure such payment. After the Initial Term this Agreement shall automatically renew on a/an Annual basis unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date. ADT shall have the right to increase Annual Service Charge(s) after one (1) year. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination, **0%** of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Additionally, Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by ADT related to changes in applicable laws and/or AHJ requirements, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees").

III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE: This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and ADT relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, or other document issued by Customer. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of ADT and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon ADT, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in writing by both the Customer and ADT. Customer's failure to accept and sign this Agreement within ninety (90) days of the date shown above may result in price increases. Customer acknowledges that: (a) ADT has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from ADT at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage ADT to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF AN ADT AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND ADT'S ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL
HERE _____

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL
HERE _____

Presented by: _____
(Signature of ADT Sales Representative)

Accepted By: _____
(Signature of Customer's Authorized Representative)

Sales Agent: Sherrey Cowley
Sales Representative Registration Number (if applicable): _____

(Name Printed)

Title: _____

Date Signed: _____



ADT Always There®

ADT COMMERCIAL SALES AGREEMENT

TOWN NO.
0089-SALT LAKE
CITY, UT

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-LJEKJR

SCOPE OF WORK / SCHEDULE OF PROTECTION

IV. **SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"):** ADT agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

- A. **Ownership of System and/or Equipment:** Direct Sale (equipment to become property of the Customer upon payment of Installation Charges and Fees in full).
B. **Services to be Provided ("Services")**

Alarm monitoring and Notification Services:	Burglar Alarm Monitoring PROVIDED, 24 Hour Timer Test PROVIDED
Video Surveillance Services (attach Rider Form #####):	No Service Selected
Managed Access Control Services:	ADT Select Datasource Access with Open & Close Logging PROVIDED
Video Equipment:	No Service Selected
Quality Service Plan (QSP) Maintenance; Preventive Maintenance/Inspection:	Maintenance Quality Service Plan PROVIDED Inspections NOT PROVIDED
Additional Services:	Cellular / Radio / Internet Backup Services PROVIDED

- C. **Equipment to be Installed ("Equipment"):** ADT will install, or cause to be installed, the Equipment as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by ADT at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the ADT Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
12	Regular Labor	
1	Labor Adjustments	
1	Safewatch 3000 Control Panel, Transformer, Telco Jack, Cord, Siren and Keypad	
1	Battery 12V 7AH (1)	
1	Door Sensor	
1	Battery Back-up	
1	Cellular Communicator	
1	Battery	
9	Tamper Switch per Camera	
1	Installation and Wire	
1	8 zone expander with 2 relays, connects to ECP bus	

- D. **Scope of Work:** This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: ADT- Sherrey Cowley, CAE
(801) 520-7075 Cell
scowley@adt.com

ADT - Wendy Cooper, Installation Coordinator
(801) 799-5678 Direct Line
wecooper@adt.com

ADT - Jan Giddings, Installation Manager
(801) 799-5638 Direct Line
(801) 792-9171 Cell
jgiddings@adt.com

Cottonwood Heights - Brian Berndt, City Planner Director
(801) 944-7066 Direct Line
(801) 232-9655 Cell
bberndt@cottonwoodheights.utah.gov

System Operation: The purpose of this intrusion alarm is to protect the head end of the surveillance system at Mountview Park.

Equipment is to be placed as described below is located in the utility closet.
Safewatch 3000 Control Panel

Transformer
Telco Jack
Battery Back-up
Communicator
Siren/Sounder
Keypad
Door Sensor

Connect a tamper alarm on each surveillance camera to notify officials of people tampering with the camera and identify at which location.

Programming Info: Partitions -

Partition 1 as the restroom utility closet only.

Partition 2 will be the tampers on the surveillance equipment.

Keypad Delay-

Establish delay in keypad of 15 seconds to be tested with the Cottonwood Heights City Representative at the time of installation and activation.

Duress Code -

Establish delay code in keypad of '2580'.

Notification -

Have siren sound immediately on all sensors including tampers.

Test Timer -

Establish daily test timer.

Datasource -

Establish Datasource with opening/closing reporting

Site Conditions: This is a restroom at Mountview Park. The building is constructed of brick with 8' standard ceiling heights. The camera placement is identified on the attached plan and has been home ran back to the utility closet via pre-existing conduit.

Existing Equipment: None

Customer Expectations: Installation will occur between the hours 8am to 5pm, Monday thru Friday. Wendy Cooper, ADT Install Coordinator will schedule an installation date acceptable to both companies.

Training Expectations: ADT Installer will train the customer at the completion of the installation. It is expected the customer or customer representative will accept the equipment and sign the acceptance form once trained.

General Comments: ADT Security will submit for the intrusion alarm permit with Cottonwood Heights City on the Mountview Park behalf.

Customer Responsibilities / ADT Exclusions: It is the Cottonwood Heights responsibility to provide permanent 110V power for the alarm panel.

It is required for Cottonwood Heights to provide to ADT before installation begins:

Master Password:

Call List (minimum of 1 person preferably 2 people)

Secondary Passwords if needed.

Documentation Needs: ADT will provide a plan and zone list of each sensor upon completion of the intrusion alarm installation.

Contract Notes -

TERMS AND CONDITIONS

TERMS AND CONDITIONS

V. Customer and ADT agree as follows:

A. Services.

A.1. Central Station Signal Receiving and Notification (Alarm Monitoring) Services.

1. If an alarm signal registers at ADT's Central Monitoring Center ("CMC"), ADT will endeavor to notify the appropriate Police or Fire Department and if required by local law, the Customer's designated representative. If a burglar alarm signal or fire signal registers at ADT's CMC, ADT at its sole discretion may endeavor to contact the Customer's premises by telephone to verify that the alarm is not false. Failing to contact the Customer promptly or questioning the nature of the response received upon such contact, ADT shall endeavor to notify the appropriate Police Department or Fire Department. If a supervisory signal or trouble signal registers at ADT's CMC, ADT shall endeavor to notify promptly the designated representative of the Customer.
2. If Customer has purchased alarm monitoring service that requires Police Response, Fire Department Response, Guard Response, Medical Emergency Notification or Two Way Voice monitoring services and such an alarm is received at ADT's CMC, then ADT may, in its sole discretion, endeavor either (a) to contact Customer and/or anyone Customer has identified as having authority to act on Customer's behalf on Customer's Emergency Contact List ("ECL") by telephone or Two Way Voice communication, or (b) use video or audio feed from Customer's premises to confirm that the alarm is not false. If ADT fails to contact Customer or someone on Customer's ECL or, if ADT questions the response received upon such contact, then ADT will endeavor to notify the appropriate Police or Fire Department. If Guard Response Service is being provided, ADT will, for an alarm that requires Police response, endeavor to dispatch an ADT Representative to make an investigation of the exterior of the premises from his/her vehicle and, upon evidence of an attack, ADT will endeavor to notify the appropriate Police Department. Customer agrees that ADT will have no liability pertaining to the recording (or failure to record) or publication of any Two Way Voice communications, Internet, or other Video recordings or the quality of such recordings, if any.
3. If Supervisory Alarm or Trouble Alarm monitoring services are purchased (or if such services are actively programmed into the System) and such an alarm is received at ADT's CMC, ADT will endeavor to notify Customer's designated representative.
4. If Customer has identified persons on Customer's ECL authorized to act on Customer's behalf, ADT will endeavor to contact such persons before ADT endeavors to notify the Police or Fire Department.
5. The installed equipment may not operate with other companies' alarm monitoring equipment. If Customer cancels any Services, this incompatibility may prevent Customer from continuing to use the installed equipment. Customer understands that local laws, ordinances or governmental policies may restrict and/or limit ADT's ability to provide alarm monitoring and notification services and/or necessitate modified or additional services and expense to Customer. Customer understands that ADT may employ any number of current or future industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings on alarm panels including those authorized under ANSI-SIA CP-01-2000; default settings for "swinger shutdown" of specific alarm zones; implementation of "partial clear time bypass" procedures at ADT's CMC; and/or other similar measures employed by ADT periodically in ADT's sole discretion. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ACTIVATION UNTIL CUSTOMER MANUALLY RESETS THE ALARM SYSTEM.
6. Customer understands that, upon receiving notification that a fire or carbon monoxide signal has been received by ADT, the Police, Fire Department or other responding authority may forcibly enter Customer's premises. ADT WILL NOT ARREST OR DETAIN ANY PERSON.
7. Alarm Verification Services. Intrusion detection/burglar alarm equipment may require activation of two sensors, or a second activation of a single sensor, or activation of a continuous alarm event from a single sensor to meet the requirements of local laws, ordinances or other requirements of the Police Department. Customer is solely responsible for operating on-premises bypass or switch units to disconnect or reconnect the alarm sounding or transmitting equipment.
8. 5-Day Familiarization Period. If Customer has requested a 5-day "Familiarization Period" following completion of installation, and if needed an extension period, for Customer to become familiar with the system operation, then during this Familiarization Period Customer agrees that if any signal (including an alarm signal) of any nature registers at ADT's CMC, ADT shall not respond to any signals, endeavor to notify the authorities, Customer, or Customer's designated representative, or undertake any other action with regard to any signal, whether or not due to an actual emergency event.
9. Direct Connection Service. If such service is available/required in Customer's location a "Direct Connection" may be made to the Customer's Municipal Police, Fire Department, or other agency, and signals transmitted by the System will be monitored directly by such Municipal Police, Fire Department, or other agency personnel (collectively, "Municipal Personnel"), none of whom are agents of ADT. ADT does not assume any responsibility or liability for the manner in which such signals are monitored or the response, if any, made by such Municipal Personnel to such signals.
10. Parallel Protection Service – If Customer chooses an ADT approved cellular back-up service, alarm signals may be transmitted to ADT's CMC from Customer's premises over a cellular communications network if Customer's Traditional Telephone Service is interrupted.

A.2. Communication Facilities. (a) Authorization. ADT may make requests for information, service, or equipment in any respect on behalf of Customer to a telephone company, wireless carrier, or other entity providing communication facilities or services for transmission of signals (the "TeleCo") under this Agreement. Customer agrees that the liability of TeleCo is limited in accordance with, and TeleCo may invoke, the provisions of Section E of this Agreement. (b) Digital Communicator. If a Digital Communicator is used to connect to ADT's CMC, Customer will provide a connection through a telephone jack to a telephone service as required to operate the ADT System, Equipment, or to provide the Service. Such connection will be electrically first before any other telephone or Customer equipment, and will be located within 10 feet of the ADT alarm/control panel. ADT will provide such connection at Customer's request and expense. (c) General. ADT'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN CUSTOMER'S PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. ADT'S CMC CANNOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S COMMUNICATION FACILITIES OR TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ET CETERA, OR CUSTOMER'S OWN PROPRIETARY TELECOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER PROPRIETARY TELECOMMUNICATION NETWORK, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES (HEREINAFTER REFERRED TO AS "NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES (THE BATTERY BACK-UP FOR ADT'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT ADT WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELEPHONE SERVICE'S DATA FORMAT AFTER ADT'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO ADT'S CMC. IF ADT DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, ADT WILL PERMIT CUSTOMER TO USE ITS NON-TRADITIONAL TELEPHONE SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT ADT RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO ADT'S CMC REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF ADT DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN ADT REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO ADT AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO ADT'S CMC. ADT WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES TRADITIONAL TELEPHONE SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF THE NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT ADT MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF ADT. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-TRADITIONAL TELEPHONE SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

A.3. Quality Service Plan ("QSP")/Maintenance; Testing/Inspections Service.

<p>1. Quality Service Plan ("QSP")/Maintenance.</p> <p>(a) If QSP/Maintenance Service is purchased, ADT will, upon Customer's request, provide and bear the expense of ordinary maintenance and repair of the Covered System(s) for issues arising out of normal wear and tear. The expense of all extraordinary maintenance and repair necessitated by or due to changes or alterations in the Customer's premises, alterations to the System made by Customer, or made necessary by damage to the premises or to the alarm system, or to any cause beyond the control of ADT, will be borne by the Customer. Customer will furnish, at Customer's expense, any necessary electric current and will furnish an outlet within 10 feet of the ADT Control Panel.</p> <p>(b) QSP/Maintenance Service on the following devices will only be provided on a time and material basis: (1) window foil, (2) security screens, (3) any exterior mounted devices, (4) PROM (Programmable Read Only Memory), (5) batteries, and (6) "Conditions" not covered by warranty shown below.</p> <p>(c) ADT's obligation to perform QSP/Maintenance Service relates solely to the Covered System(s) and ADT is in no way obligated to maintain, repair, service, replace, operate or assure the operation of any device or devices not Covered by QSP/Maintenance. ADT is not liable for any loss due to water intrusion, mold, fungi, bacteria, or wet or dry rot.</p> <p>(d) If Customer does not purchase QSP/Maintenance Service before the expiration of the System Warranty, ADT will provide QSP/Maintenance Service only after inspecting the System and making any necessary repairs or replacements to bring the System in compliance with ADT's specifications and/or the standards set by any applicable laws, codes, or regulations. Customer will pay for any related labor and/or materials for such work at ADT's then applicable rates.</p> <p>(e) QSP/Maintenance Services purchased will be furnished between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays. ADT's obligation to provide Preventative Maintenance Service is conditioned upon the continued availability of the original System component(s) from the original manufacturer.</p> <p>2. Testing/Inspections Service. If such service is purchased, ADT will provide the number of inspections/tests of the Equipment as specified in this Agreement. Such Services will be performed between ADT's normal working hours of 8:00 A.M. and 4:30 P.M., Monday through Friday, except holidays, unless otherwise mutually agreed in advance by the Parties.</p>
A.4. Investigator Response Service. Intentionally left blank - Services have not been purchased.
A.5. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.
A.5.1. Video/Audio Alarm Verification Service/Video Verification. Intentionally left blank - Services have not been purchased.
A.5.2. Video Guard Tour. Intentionally left blank - Services have not been purchased.
A.5.3. Video Escort. Intentionally left blank - Services have not been purchased.
A.5.4. Video Assist. Intentionally left blank - Services have not been purchased.
A.5.5. Video Audit. Intentionally left blank - Services have not been purchased.
A.5.6. Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.
A.5.7. ADT SelectView Portal. Intentionally left blank - Services have not been purchased.
A.5.8. Unattended Delivery –Alarm Based Video Monitoring. Intentionally left blank - Services have not been purchased.
A.5.9. Unattended Delivery – Live Video Monitoring of Process - Intentionally left blank - Services have not been purchased.
A.6. Managed Access Control Services. Intentionally left blank - Services have not been purchased.
A.7. ADT SelectSM DataSource Service. Customer may access ADT's Internet-based report generation service enabling real-time access to account data and system activity reports such as late-to-close, early-to-close, late-to-open and early-to-open reports. For an additional charge, ADT can mail printed reports to Customer according to the schedule and at the rates shown on page one of this Agreement. To use this service, Customer must have Internet and email access and must agree to the website terms of use on http://www.adt.com/wps/portal/adt/medium_large_business/products_services/adtselect
A.8. ADT Select™ Vision / Select™ Vision with Auditing. Intentionally left blank - Services have not been purchased.
A.9. ADT Select™ Entry. Intentionally left blank - Services have not been purchased.
<p>A.10. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and ADT will enter into a separate Rider that will be attached to and incorporated as part of this Agreement.</p> <p>(a) ADT Select™ Link - Immediate Response Information System (IRIS)</p> <p>(b) ADT Select Managed Access Control</p> <p>(c) Electronic Article Surveillance ("EAS")</p> <p>(d) Guard Response Service</p> <p>(e) Radio Frequency Identification ("RFID")</p> <p>(f) Training Services</p> <p>(g) Watchman's Reporting Service</p>
<p>B. Warranty (90-Day).</p> <p>1. For a "Direct Sale", any original part of the Equipment (as distinguished from the Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, in ADT's sole discretion, with a new or functionally operative part. Labor and materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays. If Customer has purchased QSP/Maintenance as described in this Agreement, the foregoing Warranty Period will be extended for the time period purchased and at the additional cost shown for QSP/Maintenance in this Agreement.</p> <p>2. The following "Conditions" are not covered by Warranty: (a) Damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not done by ADT or from parts, accessories, attachments or other devices not furnished by ADT; (b) Customer's failure to properly follow operating instructions provided by ADT; (c) Adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) Trouble due to interruption of commercial power to the phone service or use of Non-Traditional Telephone Service; (e) Battery failure; (f) Devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers; or (g) System changes requested by Customer. If Customer calls ADT for service under the Warranty and ADT's representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the System or any component, ADT may bill Customer for the service call whether or not ADT actually works on the System. If repairs are required due to one of the above "Conditions", ADT will charge Customer for such work on a time and materials basis at ADT's then applicable rates for labor and materials.</p> <p>3. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING ADT'S NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. ADT WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY ADT OR NEGLIGENCE OF ADT OR OTHERWISE.</p>
<p>C. System Requirements, Miscellaneous: The following provisions apply to all Systems, Equipment, or Services installed or furnished by ADT under this Agreement.</p> <p>1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc.</p> <p>2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by ADT prior to setting the alarm system for closed periods and must notify ADT promptly if such equipment fails to respond to any such test.</p> <p>3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD BY INITIALING THE APPROPRIATE LINE ON THE FIRST PAGE OF THIS AGREEMENT (EXCEPT WHERE FAMILIARIZATION IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO ADT'S CMC (AND DURING ANY</p>

APPLICABLE EXTENSIONS); ADT HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE ADT CMC FROM CUSTOMER'S PREMISES DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD ADT HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL ADT RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT.

4. Special Equipment Requirements. If Customer requires installation or service of Equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse ADT for any applicable charges or fees.

5. Training Services. ADT provides initial training to Customer on use of the Equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at ADT's then current rate.

6. Site Preparation, Intrusion and Restoration. Customer shall be responsible for providing 110VAC power, telephone connections, network drops and any required conduit, wiremold, or other raceway unless otherwise noted herein. Customer shall also be responsible for any required IP address assignments and additional network software licensing. The installation of Equipment may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. ADT shall not be responsible for any expenses related to patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the Equipment.

7. Closed Circuit Television ("CCTV")/Video Equipment. Intentionally left blank – no CCTV/Video Equipment has been purchased.

D. Electronic Media; Personal Information.

1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. ADT may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

2. Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to ADT all personal information disclosed hereunder concerning individuals/employees or other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) collect (including consent to record telephone conversations with ADT), use, disclose and transfer such personal information; and (c) authorize ADT to use such personal information to administer the relationship between Customer and ADT, including the administration of this Agreement. Customer acknowledges and agrees that ADT may share all such information with its parents, subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

E. Limitation of Liability.

1. ADT is not an insurer. The amounts ADT charges Customer are not insurance premiums. Such charges are based upon the value of the Services, System and Equipment ADT provides and are unrelated to the value of Customer's property, any property of others located in Customer's premises, or any risk of loss on Customer's premises.

2. ADT's services, systems and equipment do not cause and cannot eliminate occurrences of the events they are intended to detect or avert. ADT MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES, SYSTEM OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. Accordingly, ADT does not undertake any risk that Customer's person or property, or the person or property of others, may be subject to injury or loss if such an event occurs. The allocation of such risk remains with Customer, not ADT. Insurance, if any, covering such risk shall be obtained by Customer. ADT shall have no liability for loss, damage or injury due directly or indirectly to events, or the consequences thereof, which the System or Services are intended to detect or avert. Customer shall look exclusively to its insurer and not to ADT to pay Customer in the event of any such loss, damage or injury. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from ADT arising as a result of paying any claim for loss, damage or injury of Customer or another person.

3. If notwithstanding the provisions of this Section E, ADT is found liable for loss, damage or injury under any legal theory due to a failure of the Services, System or Equipment in any respect, its liability shall be limited to a sum equal to 10% of the Annual Service Charge or \$1,000, whichever is greater, as agreed upon damages and not as a penalty, as Customer's sole remedy. This will be the sole remedy because it is impractical and extremely difficult to determine the actual damages, if any, which may result from ADT's failure to perform any of its obligations under this Agreement. If Customer requests, ADT may assume greater liability by attaching a Rider to this Agreement stating the extent of ADT's additional liability and the additional charges Customer will pay for ADT's assumption of such greater liability. However, such additional charges are not insurance premiums and ADT is not an insurer even if it enters into such a Rider.

4. The provisions of this Section E shall apply no matter how the loss, damage or injury or other consequence occurs, even if due to ADT's performance or nonperformance of its obligations under this Agreement or from negligence, active or otherwise, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of ADT, its agents or employees. If any other person, including Customer's subrogating insurer, makes any claim or files any lawsuit against ADT in any way relating to the Services, System or Equipment that are the subjects of this Agreement, then Customer shall indemnify and hold ADT harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees.

5. No suit or action shall be brought against ADT or its agents, employees, subsidiaries, affiliates or parents (both direct and indirect) more than one year after the incident that resulted in the loss, injury or damage occurred, or the shortest duration permitted under applicable law if such period is greater than one year.

6. The provisions of this Section E shall apply to and benefit ADT and its agents, employees, contractors, subsidiaries, affiliates, parents (both direct and indirect) and affinity marketers. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, then that department or other organization may also invoke the provisions of this section e against any claims due to any failure of such department or organization.

F. Other Charges; Remedies; Termination.

1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if ADT's representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components.

2. Failure to pay amounts when due shall give ADT, in addition to any other available remedies, the right to terminate this Agreement and to charge interest at the highest legal rate on delinquent amounts. Customer agrees to pay all costs, expenses and fees of ADT's enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. Installation Charge(s) are based on ADT performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision.

3. In addition to any other remedies available to ADT, ADT may terminate this Agreement and discontinue any Service(s) if (a) ADT's CMC is substantially damaged by fire or catastrophe or if ADT is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, ADT's CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow ADT's recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP/Maintenance Service; (c) Customer's failure to follow the operating instructions provided by ADT results in an undue number of false alarms or System malfunction; (d) in ADT's sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) ADT is unable to obtain or continue to support technologies, Communication Facilities, Equipment or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (f) Customer fails to make payments when due or otherwise breaches this Agreement. ADT will not be liable for any damages or subject to any penalty as a result of any such termination.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" shall include but not be limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, ADT will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold ADT, its officers, directors, and agents harmless from any damages, claims, injuries, liabilities resulting from the exposure of ADT's employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by ADT.

H. Waivers.

1. Waiver of Jury Trial. CUSTOMER AND ADT BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT.

2. Mutual SAFETY Act Waiver. Certain of ADT's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-Terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, ADT and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from

such Act of Terrorism.

I. Miscellaneous.

1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement.
3. FARs. ADT supplies "commercial items" within the meaning of the Federal Acquisition Regulation (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. government contract or funded directly or indirectly with Federal funds, ADT will comply only with the following mandatory flow-downs for commercial item subcontracts pertaining to Utilization of Small Business Concerns, Equal Opportunity, Affirmative Action, and Veterans Employment: 52.219-8; 52.222-26; 52.222-35; 52.222-36; and 52.222-37.
4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save harmless ADT from and against all third party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by ADT as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement.
5. Insurance. ADT maintains General Comprehensive Liability and Automobile Liability Insurance of, at least \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. ADT will not be required to provide a waiver of subrogation in favor of any party, nor will ADT be required to designate any party as a statutory employer for any purposes.
6. ADT Brand. Without exception, ADT-branded Signage, including yard signs, window stickers and warning signs will remain the property of ADT and may be removed by ADT at any time. Customer's right to display ADT-branded Signage is not transferable and ceases upon termination or expiration of this Agreement.
7. Resale. If ADT is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property.

J. System Software; Network Connections. Any software provided with the System or in connection with the Services is proprietary to ADT and/or ADT's supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between ADT and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), ADT will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per ADT specifications for access control system operation. ADT shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. ADT may assess additional charges, if ADT is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment.

K. Force Majeure. ADT ASSUMES NO LIABILITY FOR DELAYS IN INSTALLATION OF THE SYSTEM OR ANY EQUIPMENT OR FOR THE CONSEQUENCES THEREFROM, HOWEVER CAUSED, OR FOR INTERRUPTIONS OF SERVICE OR FOR THE CONSEQUENCES THEREFROM DUE TO STRIKES, RIOTS, FLOODS, TERRORISM, ACTS OF GOD, ACTS OF WAR, OR ANY CAUSES BEYOND THE CONTROL OF ADT. ADT WILL NOT BE REQUIRED TO SUPPLY SERVICE TO CUSTOMER WHILE INTERRUPTION OF SERVICE DUE TO ANY SUCH CAUSE CONTINUES. IN NO EVENT WILL ADT BE LIABLE FOR LOSS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of ADT first being obtained. ADT shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

M. ADT License Information: AL Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388; AK 256239, 411 W. 4th Ave., Ste. 100, Anchorage 99501; AR E0055, Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plz. Dr., Little Rock 72209 (501)618-8600; AZ ROC109396-C12; ROC109402-L67; CA ACO2705; PPO12949; 707408; Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; DC 39703010; FL EF0000950,-1123-0478,EG0000047; EF20000341; -2000413; GA LA004452,-205317,-002833,-204956,-004251,-003379,-205374, -205572, LU001160; HI 27996 IL 127-000364; MA 1533-C; MN TS00021; NV 0040091; NM 056126; NY 12000025576, Licensed by NYS Dept. of State; NC Alarm Systems Licensing Bd., 1631 Midtown Pl., Ste.104, Raleigh, 27609, (919)875-3611; 1581-CSA; OH 50-18-1052; 50-57-1034; 53-89-1329; 53-31-1582; 50-50-1019; 50-48-1032; 50-25-1050; 50-76-1025; 19352; OK 00067 OR 59944; RI AFC0126; 18004; TN ACC-216,-241,-255,-773,-173,-937,-294,-748,-511,-934; TX B00536, Texas Private Security Bureau, 5805 Lamar Blvd., Austin 78745; UT 297869-6501; VA 11-1878; 11-1879; 11-3247; 11-3635; 11-3863; Alarm Security Contracting 2701-035978A exp. 01/31; WA ECO6 ADTSESI03205,11824 N Creek Pkwy. #105, Bothell, WA 98011; WV 014142. California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.



ADT Always There®

ADT COMMERCIAL SALES AGREEMENT

TOWN NO.
0089-SALT LAKE
CITY, UT

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-LJEKJR

ADDITIONAL TERMS AND CONDITIONS

DATE: 5/4/2012

ADT Security Services, Inc. ("ADT")

Sherrey Cowley
1279 West 2200 South,
West Valley City, UT 84119
Tele. No. (801) 799-5633

Cottonwood Heights City
d/b/a:

("Customer")

Customer Billing Information
1265 East Fort Union Blvd, Suite 250,
Cottonwood Heights, UT 84047
Attn: Robby Russo
Tele. No. (801) 944-7100

Customer Premises Served

Mountview Park, 1651 East Fort Union Blvd
Cottonwood Heights, UT 84121
Attn: Robby Russo
Tele. No. (801) 944-7100

Notwithstanding anything in the Agreement to the contrary, ADT and Customer agree as follows:

Terms and Conditions

Annual Service Charge – Initial Term. ADT agrees to honor the Annual Service Charge for Central Station Monitoring Services specified in this Agreement for the Initial Term of the Agreement. Thereafter, the Annual Service Charge may be increased by the increase in the Consumer Price Index for Urban Wage Earners ("CPI-W"), All Items, U.S. City Average for the prior twelve (12) month period or 5%, whichever is less.

CTC Waiver – Failure to Provide Service. ADT agrees to waive the contract termination charges for a location facility where ADT has failed to repair a system, which is partially or wholly inoperative due to faulty, damaged, or worn-out components. This waiver will apply only when ADT has failed to repair the system within sixty days of receipt of written notification. Upon receipt of a thirty (30) day notice to terminate, ADT will issue a credit or a refund for the service charges related to that service and affected location, during the period when the system was partially or wholly inoperative, but not to exceed one-hundred and twenty (120) days.

Modification to Term of Agreement. Customer may cancel this Agreement at any time after one year, after giving ADT thirty days written notice.

A/C Power. Customer will supply the necessary 110VAC power as required by ADT.

Tyco Integrated Security LLC. On September 19, 2011, Tyco International Ltd., ADT's ultimate indirect parent, publicly announced its plan to separate its business into three independent, publicly traded companies. As part of the reorganization, ADT's name will change to "Tyco Integrated Security LLC" effective on or about June 30, 2012. ADT's obligations to the Customer under this Agreement will not be affected by the reorganization and/or name change and neither activity shall be considered an assignment for purposes of this Agreement.

Section E - Clarification. ADT will hold the Customer, its officers, directors, agents and employees harmless from damage, liability and expense resulting from negligent acts or omissions of ADT's agents, employees, or assigns, during and within the scope of employment of such persons while they are on the Customer's premises performing installation or maintenance service, or from damage loss or injury directly caused due to defects or conditions of the equipment provided or negligence in the installation performed hereunder by ADT (e.g., the equipment itself causes a fire to start or the equipment dislodges from a mounting and strikes a third party). Notwithstanding anything to the contrary herein, the foregoing hold harmless obligation will not apply to any damage, liability or expense arising from or due to, directly or indirectly, occurrences or the consequences thereof from that the Equipment, System, or Service is intended to detect, avert or record, irrespective of cause or origin, including negligence or other fault on the part of ADT. It is understood and agreed that third party or direct Customer claims or lawsuits arising from such occurrences will be governed by Section E of this Agreement.

Section E - Modification of Third Party Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE INDEMNITY IN FAVOR OF ADT CONTAINED IN SECTION E WILL NOT APPLY TO THE EXTENT THAT CUSTOMER CAN PROVE THAT THE INJURY TO A THIRD PARTY RESULTED SOLELY AND DIRECTLY FROM NEGLIGENCE IN THE MANUFACTURE OF A PART OF THE SYSTEM, BUT NOT IN ANY PART FROM AN OCCURRENCE OR THE CONSEQUENCES THEREFROM WHICH THE SYSTEM WAS DESIGNED TO DETECT, AVERT, OR RECORD.

Late Payment and Interest Charges. Monthly payments are due on the date indicated on the ADT invoice and considered delinquent if not received by ADT within ten (10) days after that date. If Customer fails to pay any charges when due, Customer agrees to pay ADT, in addition to any other remedies that ADT may have, a late fee of Two Dollars and Fifty Cents (\$2.50) per month from the date the payment is due until such payment is made for each month Customer is in default. Additionally, Customer agrees to pay ADT one and one-half percent (1.5%) per month interest on all delinquent amounts or the maximum interest rate and late fees permitted by law applicable to this Agreement, whichever is less.

Dispute Resolution. The parties will use the following procedures as a condition precedent to either party pursuing other available remedies:

- The parties agree to make a good faith effort to mutually resolve any dispute as quickly as practicable. The parties agree to provide the other with written notice of any dispute within five (5) business days of the action causing the dispute. If, however, the parties have not so resolved the dispute within thirty (30) days of receipt of said notice, the parties' representatives will submit the dispute to one of their senior-level executives or other authorized representative for review and simultaneously notify the other party in writing thereof. A meeting will be held within ten (10) business days after receipt of such notice of submission which is to be attended by such senior-level executives or other such authorized representative(s) of the parties to attempt in good faith to negotiate a resolution of the dispute.
- If, within ten (10) business days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, either party may initiate legal action in a court of competent jurisdiction, or, if mutually agreed to by the parties, the dispute will be settled by arbitration in accordance with, if a construction contract, the Construction Industry Arbitration Rules of the American Arbitration Association or if a services contract, the Commercial Dispute Resolution Rules and Procedures promulgated by the American Arbitration Association and will be conducted by a single arbitrator, licensed to practice law within the State of Florida and established to be, if a construction contract, a member of the American Bar Association's Forum Committee on the Construction Industry, or if a service contract a member of the American Arbitration Association.
- If the dispute is arbitrated, the award of the sole arbitrator will be conclusive and binding upon the parties, subject to the provisions of the State of Florida Code of Civil Procedure relating to arbitration, as the code now exists, or may be amended during the term of this Agreement. The arbitrator may fix and assess expenses of the arbitration against either or both parties.
- Judgment upon the arbitration award rendered by the arbitrator may be entered in a court of competent jurisdiction.
- The final judgment of the Court (after all appeals have been finally determined or the time for appeal has expired, without an appeal having been made) or in absence thereof of the decision of the arbitrator with respect to any dispute will be binding on Customer and ADT.
- During the pendency and conduct of any litigation or arbitration, or litigation to enforce the award of an arbitrator, ADT and Customer will continue to perform their respective obligations under the Agreement.

The rights and obligations of the parties under the foregoing provisions will survive completion or termination of the Agreement.

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

Presented by: _____
(Signature of ADT Sales Representative)

Accepted By: _____
(Signature of Customer's Authorized Representative)

Sales Agent: Sherrey Cowley
Sales Representative Registration Number (if applicable): _____

(Name Printed)

Title: _____

Date Signed: _____